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EXHIBIT B
[Proposed] Order – Debt Financing Commitment Letters

WEIL, GOTSHAL & MANGES LLP

Stephen Karotkin (*pro hac vice*)

(stephen.karotkin@weil.com)

Ray C. Schrock, P.C. (*pro hac vice*)

(ray.schrock@weil.com)

Jessica Liou (*pro hac vice*)

(jessica.liou@weil.com)

Matthew Goren (*pro hac vice*)

(matthew.goren@weil.com)

767 Fifth Avenue

New York, NY 10153-0119

Tel: 212 310 8000

Fax: 212 310 8007

KELLER & BENVENUTTI LLP

Tobias S. Keller (#151445)

(tkeller@kellerbenvenutti.com)

Jane Kim (#298192)

(jkim@kellerbenvenutti.com)

650 California Street, Suite 1900

San Francisco, CA 94108

Tel: 415 496 6723

Fax: 650 636 9251

CRAVATH, SWAINE & MOORE LLP

Paul H. Zumbro (*pro hac vice*)

(pzumbro@cravath.com)

Kevin J. Orsini (*pro hac vice*)

(korsini@cravath.com)

Omid H. Nasab (*pro hac vice*)

(onasab@cravath.com)

825 Eighth Avenue

New York, NY 10019

Tel: 212 474 1000

Fax: 212 474 3700

Attorneys for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

☐ Affects PG&E Corporation

☐ Affects Pacific Gas and Electric Company

☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case No.
19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**[PROPOSED] ORDER (I) APPROVING
TERMS OF, AND DEBTORS' ENTRY
INTO AND PERFORMANCE UNDER,
DEBT FINANCING COMMITMENT
LETTERS AND (II) AUTHORIZING
INCURRENCE, PAYMENT AND
ALLOWANCE OF RELATED FEES,
INDEMNITIES, COSTS AND EXPENSES
AS ADMINISTRATIVE EXPENSE
CLAIMS**

1 Upon the Amended Motion, dated January 3, 2020 (the “**Motion**”)¹, of PG&E Corporation
2 (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in
3 possession (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases (the
4 “**Chapter 11 Cases**”), pursuant to sections 105(a), 363(b), 503(b) and 507(a)(2) of title 11 of the
5 United States Code (the “**Bankruptcy Code**”), and Rule 6004 of the Federal Rules of Bankruptcy
6 Procedure (the “**Bankruptcy Rules**”), for entry of an order (i) approving the terms of, and the Debtors’
7 entry into and performance under, the Debt Financing Commitment Letters and (ii) authorizing the
8 incurrence, payment and allowance of all related fees, indemnities, costs and expenses (the “**Debt**
9 **Commitment Obligations**”) as administrative expense claims, all as more fully provided in the Debt
10 Financing Commitment Letters and as set forth in the Motion; and this Court having jurisdiction to
11 consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the *Order*
12 *Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.)
13 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern
14 District of California (the “**Bankruptcy Local Rules**”); and consideration of the Motion and the relief
15 requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper
16 before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that it may
17 enter a final order consistent with Article III of the United States Constitution; and this Court having
18 found and determined that notice of the Motion is reasonable and sufficient under the circumstances,
19 and it appearing that no other or further notice need be provided; and this Court having reviewed the
20 Motion and the Ziman Declaration; and a hearing to consider the Motion having been held before this
21 Court on January 21, 2020 (the “**Hearing**”); and this Court having found that the Debt Financing
22 Commitment Letters have been negotiated in good faith and at arms’-length between the Debtors and
23 the other parties to such agreements; and this Court having determined that the legal and factual bases
24 set forth in the Motion and the Ziman Declaration and at the Hearing establish just cause for the relief

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26 ¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to
27 them in the Motion.
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1 granted herein; and it appearing that the relief requested in the Motion is in the best interests of the
2 Debtors, their estates, creditors, shareholders, and all parties in interest; and after due deliberation and
3 sufficient cause appearing therefor,

4 **IT IS HEREBY ORDERED THAT:**

5 1. The Motion is granted as set forth herein. Any and all objections with respect to the
6 Motion, to the extent not withdrawn, are hereby overruled in all respects on the merits.

7 2. The Debt Commitment Letters, conformed copies reflecting all amendments made
8 through December 20, 2019 of which are attached to the Motion as **Exhibit E** and **Exhibit F**, are
9 hereby approved in their entirety. The Debt Financing Engagement Letters, in the forms filed with
10 this Court on an unredacted basis, are hereby approved in their entirety. The Backstop Debt Fee
11 Letters, in the forms filed with this Court under seal, are hereby approved in their entirety. The Debt
12 Financing Commitment Letters are valid, binding and enforceable against the Debtors.

13 3. The Debtors' entry into the Debt Financing Commitment Letters constitutes a
14 reasonable exercise of the Debtors' business judgment and is hereby approved. The Debtors are
15 authorized to perform under and implement the terms of the Debt Financing Commitment Letters and
16 all exhibits thereto, and to negotiate, prepare, execute and deliver all documents, and to take any and
17 all actions necessary and appropriate to implement the terms of the Debt Financing Commitment
18 Letters and to perform all obligations thereunder on the terms and conditions set forth therein, without
19 further notice, hearing or order of this Court.

20 4. The Debt Commitment Obligations are actual and necessary costs and expenses of
21 preserving the Debtors' estates and as such shall be treated as allowed administrative expenses of the
22 Debtors pursuant to section 503(b) of the Bankruptcy Code with the priority set forth in section
23 507(a)(2) of the Bankruptcy Code, whether or not the Backstop Debt Facilities are entered into or
24 funded, and none of the amounts shall be discharged, modified, or otherwise affected by any chapter
25 11 plan of any of the Debtors, subject to and in accordance with the Debt Financing Commitment
26 Letters.

1 5. The Debtors are authorized to reimburse the Backstop Debt Commitment Parties for
2 their fees and expenses, indemnify the Backstop Debt Commitment Parties and their representatives
3 and affiliates, and pay and incur the fees and all other Debt Commitment Obligations in accordance
4 with the terms of the Debt Financing Commitment Letters, whether incurred prior to, on, or after the
5 date of this Order, in each case pursuant to the terms and conditions set forth in the applicable Debt
6 Financing Commitment Letter, without further notice, hearing, or order of this Court, as, when, and to
7 the extent they become due and payable under the terms of the applicable Debt Financing Commitment
8 Letter, which Debt Commitment Obligations shall not be subject to any challenge, contest, attack,
9 rejection, recoupment, reduction, defense, counterclaim, offset, subordination, recharacterization,
10 avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code,
11 under applicable non-bankruptcy law or otherwise.

12 6. The terms and provisions of this Order shall be binding in all respects upon all parties
13 in these chapter 11 cases, the Debtors, their estates, and all successors and assigns thereof, including
14 any chapter 7 trustee or chapter 11 trustee appointed in any of these cases or after conversion of any
15 of these cases to cases under chapter 7 of the Bankruptcy Code; *provided*, that the Backstop Debt
16 Commitment Parties shall be under no obligation to extend any financing to any chapter 7 trustee or
17 chapter 11 trustee.

18 7. Subject to the terms and conditions of the Debt Financing Commitment Letters, the
19 Debtors and the Backstop Debt Commitment Parties may enter into any nonmaterial amendment,
20 modification or supplement of any provision of the Debt Financing Commitment Letters, and the
21 Debtors are authorized to enter into any such amendment, modification, supplement or waiver (and to
22 pay any fees and other expenses, amounts, costs, indemnities and other obligations in connection
23 therewith), without further notice, hearing or order of this Court. In the case of any material
24 amendment, modification or supplement to the Debt Financing Commitment Letters that is adverse to
25 the Debtors (a “**Material Amendment**”), the Debtors shall provide notice (which may be provided
26 via electronic mail or other electronic means) to the Notice Parties, each of whom shall have five (5)
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1 calendar days from the date of receipt of such notice to object in writing to the Debtors and the
2 Backstop Debt Commitment Parties to such Material Amendment. If no objections are timely received
3 (or if the Notice Parties indicate via electronic mail that they have no objection) to a Material
4 Amendment, the Debtors are authorized to execute such Material Amendment, which shall become
5 effective and enforceable against the Debtors and their estates immediately upon execution. If a Notice
6 Party timely objects and such objection is not resolved prior to the date upon which such objection is
7 scheduled to be heard by this Court, approval of this Court (which may be sought on an expedited
8 basis) will be necessary to execute a Material Amendment.

9 8. Nothing in this Order, the Debt Financing Commitment Letters or any other documents
10 related to the transactions contemplated thereby shall in any way be construed or interpreted to impose
11 or allow the imposition upon any Backstop Debt Commitment Party of any liability for any claims
12 arising from the post-petition activities of the Debtors in the operation of their businesses, or in
13 connection with their restructuring efforts.

14 9. Except as explicitly provided for herein, this Order does not create any rights for the
15 benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

16 10. Notice of the Motion as provided therein shall be deemed good and sufficient and the
17 requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

18 11. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or any other
19 Bankruptcy Rule or otherwise, the terms and provisions of this Order shall be immediately effective
20 and enforceable upon its entry.

21 12. The Debtors are authorized to take all reasonable actions necessary to effectuate the
22 relief granted pursuant to this Order in accordance with this Order and the Motion.

23 13. The automatic stay under section 362 of the Bankruptcy Code is hereby modified to
24 the extent necessary to enable the Backstop Debt Commitment Parties to perform under the Debt
25 Financing Commitment Letters and to exercise any and all of their contractual rights thereunder.

1 14. The Court retains exclusive jurisdiction with respect to all matters arising from or
2 related to the implementation of this Order.

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4 **** END OF ORDER ****
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